



Terms and Conditions

applicable to end users

Company: Elnec s.r.o.
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1. MAKING A PURCHASE:

- 1.1. You may order on-line on this web site.
- 1.2. Click 'Add to shopping cart' on any item that you wish to buy. Your items will be added to your shopping cart at the top of the right side of the page. If you wish to change the quantity, click 'Shopping cart'. You may then change the quantity to the desired amount and then click 'Recalculate price'.
- 1.3. After you have all of the items that you wish to purchase, click on 'Place order' in order to proceed with your online order. You will be asked for a few details that we need to be able to process the order.
- 1.4. You may decide to abort the order at any stage of this process before you click „Process order“.
- 1.5. Your placement of an order means that you have accepted all of these terms and conditions.

2. SALE PRICE (VAT):

- 2.1. Member country of the EUROPEAN UNION:
 - o Sale price is net of VAT provided that buyer has got a valid VAT number, otherwise sale price is inclusive of VAT.
- 2.2. Other countries:
 - o Sale price is net of VAT

3. DELIVERY:

- 3.1. Goods ordered before 10 a.m. (CET) will be usually despatched on the same working day provided that the goods are in stock and the payment for ordered goods is performed before despatching of the goods.
- 3.2. Should ordered goods become unavailable following your order, we will inform you by e-mail as soon as possible. You are entitled either to approve a new delivery time or cancel the placed order.
- 3.3. Delivery will be made to the address specified in the order in accordance with "Incoterms 2000": FCA Presov.
- 3.4. Elnec typically send Goods by DHL carrier.
- 3.5. The buyer is responsible for obtaining any licence and documents complying with any import regulations in the country of importation.

4. COMPLIMENTARY TRANSPORT COSTS:

Note: applicable to buyers buying for quoted prices on this web site

4.1. When buying converters or accessories only:




4.1.1. When total buying price for goods is:	Transport cost
o \$ 100,- or less:	\$ 40,-
o otherwise:	\$ 30,-

4.2. When buying also programmers:

4.2.1. n total buying price for goods is:	
o \$ 100,- or more:	\$ 55,-
o \$ 400,- or more:	\$ 45,-
o \$ 600,- or more:	\$ 35,-
o \$ 800,- or more:	\$ 20,-
o \$ 1 600,- or more:	for free

5. PAYMENT:

5.1. Payment methods:

- Payment from your PayPal account (provided that you have created PayPal account)
- Payment by credit Card or debit Card (CardPay)   
- Bank transfer - proforma invoice will be issued and send to your e-mail address on the basis of your order. As regards of bank charges, please choose "OUR" in the money transfer order. The goods can be sent only after the payment the total invoiced amount. The goods to your order is reserved for up to 7 working days only.

5.2. Elnec reserves the right to request payment in advance.

6. WARRANTY:

6.1. Elnec s.r.o. gives a guarantee on failure-free operating of the programmer/programming adapter and all its parts, materials and workmanship for the period of time beginning from date of purchase from Elnec s.r.o. or [authorized Elnec distributor](#), according to the table below:

Ord. No.:	Product name:	Warranty:
60-0054	BeeHive208S	3 years ^{6.2}
60-0053	BeeHive204	3 years ^{6.3}
60-0052	BeeProg2	3 years ^{6.3}
60-0051	BeeHive8S	3 years ^{6.3}
60-0049	BeeHive4+	3 years ^{6.3}
60-0044	BeeProg+	3 years ^{6.3}
60-0038	SmartProg2	3 years ^{6.3}
60-0045	T51prog2	1 year ^{6.3}
60-0046	PIKprog2	1 year ^{6.3}
60-0047	MEMprog2	1 year ^{6.3}
60-0039	MEMprogL	1 year ^{6.3}
60-0022	SEEpog	1 year ^{6.3}
70-xxxx	Programming Adapters	1 year ^{6.4}

- 6.2. This warranty is limited to 25,000-cycles on DIL ZIF socket. This warranty is also limited to one year on all computer parts of the programmer (motherboard, CPU, HD, touchscreen, etc.).
- 6.3. This warranty is limited to 25,000-cycles on DIL ZIF socket (or 10,000-cycles on other ZIF sockets).
- 6.4. This warranty is limited by mechanical lifetime of ZIF sockets. The lifetime of ZIF sockets is different at particular converters and you can find it on our web site: [Products – Programming Adapters](#) ... click on desired kind of converter.
- 6.5. If the product is diagnosed as defective, Elnec or authorized repair facility of Elnec will repair or replace defective parts at no charge. Parts used for replacement and/or whole programmer are warranted only for the remainder of the original warranty period.
- 6.6. The warranty does not apply to products that are of wear and tear or mechanically damaged. Equally, the warranty does not apply to products opened and/or repaired and/or altered by personnel not authorized by Elnec, or to products that have been misused, abused, accidentated or that were improperly installed.
- 6.7. Elnec has used its best efforts to develop hardware and software that is stable and reliable. Elnec does not guarantee that the hardware and software are free of "bugs", errors or defects. Elnec's liability is always limited to contract's net value paid by a buyer.

Elnec is not liable for:

- damage caused by inappropriate use or handling of products,
- damage caused by users or third parties modifying or trying to modify products,
- any further damage or consequent damage caused by hardware errors or software "bugs".

For example: *lost profits, lost savings, damages induced by claims of third parties against a client, damage or loss of recorded data or files, renown, loss caused by impossibility to use etc.*

- 6.8. Elnec s.r.o. will determine whether the defective product should be repaired or replaced and also judge whether or not the warranty applies.
- 6.9. For repair of product within the warranty period, customer must provide a copy of the purchase receipt to prove date of purchase.
- 6.10. Warranty repair will be performed within 5 working days after Elnec receive a defective product. Preferential handling of repair requests ensures registration of the product that should be made within sixty 60 days from the date of purchase [here](#).
- 6.11. Please visit [this](#) website to learn mandatory [warranty repair procedures](#) before sending any shipment to Elnec.
- 6.12. If buyer of the product is an individual End user located in the European Union and intending to use the product for non-commercial purposes, warranty period of the product is at least two years (paragraph 6.2. for applies for programmers; paragraph 6.3. for applies for programming adapters).
- 6.13. These terms are not applicable for Elnec products purchased under [ODM partners](#) names and bought form MicrochipDirect.com.

7. FORCE MAJEURE:

- 7.1. We shall not be liable to you or be deemed to be in breach of this conditions by reason of any delay in performing or any failure to perform any of our obligations if the delay or failure was due to any cause beyond our reasonable control. The following shall be regarded as causes beyond our reasonable control:
 - o explosion, flood, tempest, fire or accident,
 - o war or threat of war, sabotage, insurrection,
 - o import or export regulations or embargoes.

8. GENERAL / TRADEMARKS:

- 8.1. The Contract shall be governed by the laws of Slovakia.
- 8.2. The Elnec company owns full copyright in respect of the goods and its reproduction in whole or part is prohibited without the company's prior written consent.
- 8.3. Elnec's products are marketed and sold under Elnec® trademark. Do NOT use our trademark or logo (or similar marks) in your own product names, service names, trademarks, logos or company names. Please note that Elnec has by now not granted to any third party right or license to manufacture its trademarked products. If you have any question regarding using Elnec® trademark, please contact Elnec sales department.